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## COMMUNITY SERVICE GRANT AGREEMENT

### Converse County, Wyoming Fiscal Year 2025-2026 (FY2026)

1. **Parties:** This funding Agreement (hereinafter referred to as “Agreement”) is made between the Board of Commissioners of Converse County, Wyoming, 107 N 5<sup>th</sup> St., Suite 114, Douglas, WY 82633-2448 (hereafter referred to as “County”) and CC Waves Swim Club Inc. (hereafter referred to as “Organization”), doing business in Converse County, Wyoming, whose address is PO Box 1403, Douglas, WY 82633.

**WHEREAS**, pursuant to W.S. §16-1-101 through 16-1-108; §35-1-613(a)(iv); and 35-1-614(a), the County is authorized to cooperate with nonprofit corporations and hospitals and clinics to provide human services programs for the county; and

**WHEREAS**, the Organization provides support and/or services to the members of the public within Converse County, and the Commission has agreed to provide public funding as outlined within the terms and subject to the conditions set out in this Agreement.

**NOW, THEREFORE**, in consideration of the promises, agreements and mutual covenants made herein, it is agreed by and between the County and the Organization as follows:

2. **Purpose:** This Agreement is for the purpose of obtaining resources (funds) in the amount of fourteen thousand dollars and no cents (\$14,000.00) from the County and using such funds towards those services identified in Section 5 herein. No funds shall be disbursed until this Agreement is approved by the Board of County Commissioners.

3. **Term:** This Agreement shall be in effect for a one-year term beginning July 1, 2025 and ending June 30, 2026.

4. **Payment:**

4.1. The County shall pay the Organization as invoiced with the last disbursement to be requested on or before June 30, 2025. At that time, there is no continuing obligation on the part of the County to provide additional funding to the Organization.

4.2. Payment of funding is conditional upon the County continuing to have sufficient funding allocated to the Organization within its adopted budget, as well as the Organization meeting all obligations as imposed under this Agreement.

5. **Responsibilities of Organization:** The Organization:

5.1. Shall use the funds solely as described as follows:

5.1.1. For installation of starting blocks at the swimming pool located within the Glenrock Community Recreation Center.

5.2. Shall submit to the County a copy of its annual financial compilation, review, or audit when completed for the end of each fiscal year. This document must be submitted by the Organization along with the current budget funding request.

5.3. Shall submit invoices and any required supporting documentation on a monthly, quarterly, biannual, or yearly basis by the County’s accounts payable deadline. Original invoices shall be submitted by US Mail or by hand delivery to the County Clerk’s Office at the address as stated herein.

5.4. Acknowledges that any allocation of funds not invoiced by the Organization for the current fiscal year and by the deadline will revert to the County's General Fund and will not be paid to the Organization.

5.5. Shall pay, in a timely manner, all property taxes and any other debts assessed in its name and payable to Converse County. The County may withhold any debts due and owing from the Organization's final fiscal year allocation.

5.6. Shall carry a policy of commercial general liability insurance, with liability limits in an amount of not less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence, unless otherwise authorized by the County, and shall provide the County Clerk with a copy of the certificate of commercial liability insurance for the Organization. Organization shall save and hold harmless the County from any and all liability to persons for harm or injury resulting from the services performed under this Agreement.

## 6. Termination:

6.1. This Agreement shall terminate due to any of the following:

- i. upon a breach of any requirements as stated in section 5 herein;
- ii. upon Organization's receipt of the total amount of funds to be disbursed under this Agreement;
- iii. due to lack of sufficient funds in the County Treasury;
- iv. by mutual agreement in writing of the parties;
- v. or if subsequent legislation causes this Agreement to conflict with any law.

6.2. Termination by either party ceases further obligation on the part of the County to make further payments under this Agreement, and Organization shall be required to reimburse the County for any monies paid to Organization under the terms of this Agreement which have been paid in advance for services not yet rendered.

## 7. Miscellaneous Provisions:

7.1. The Parties hereby agree that Organization may accumulate monies and need not expend all current funds provided; however, the Organization shall not accumulate funds resulting in liability for any corporate tax.

7.2. Amendments. Either party may request amendments to this agreement. Any changes, modifications, revisions or amendments to this agreement which are mutually agreed upon by and between the Parties shall be incorporated by written instrument and effective when executed and signed by all parties to this Agreement.

7.3. Applicable Law. The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Eighth Judicial District, Converse County, Wyoming.

7.4. Entirety of Agreement. This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

7.5. Sovereign Immunity. Neither party nor their respective governing bodies shall waive their sovereign immunity by entering into this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

7.6. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not

be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the Parties and shall inure solely to the benefit of the parties herein. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce, to seek any remedy arising out of a party's performance or failure to perform any term or condition, or to bring an action for the breach of this Agreement.

- 7.7. Americans with Disabilities Act. Organization shall not discriminate against a qualified individual with a disability and shall comply with the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. 12101, et seq., and/or any properly promulgated rules and regulations related thereto.
- 7.8. Nondiscrimination. In rendering services under this Agreement, Organization shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.
- 7.9. Indemnification. Organization shall indemnify, defend and hold harmless the County, and its officers, agents, employees, successors and assignees from any and all claims, demands, cause of action, lawsuits, losses, damages, costs and expenses, including attorney's fees, arising out of or resulting from any injury to persons under this Agreement.
- 7.10. Signatures. In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.
- 7.11. The effective date of this Agreement is the date of the signature last affixed to this page.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.**

**SIGNATURES:**  
**Converse County**

\_\_\_\_\_  
James H. Willox, Chairman

\_\_\_\_\_  
Date

**Attest:** \_\_\_\_\_  
Karen Rimmer, Converse County Clerk

**Organization**

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Name of Organization: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Attest:** \_\_\_\_\_  
Secretary

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email address: \_\_\_\_\_